

TRANSFER AGREEMENT BETWEEN  
THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT AND  
THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

This agreement is entered into this 19<sup>th</sup> day of February, 1993 by and between the Golden Gate Bridge, Highway and Transportation District (hereinafter referred to as "GGBHTD"), and the Alameda-Contra Costa Transit District (hereinafter referred to as the "DISTRICT").

WITNESSETH

Whereas, DISTRICT is a public transit district duly created and acting under the laws of the State of California, operating as a local transit system within Alameda, Contra Costa and San Francisco Counties; and

Whereas, GGBHTD as the responsible agency governing Golden Gate Transit and Golden Gate Ferry, hereinafter referred to as ("GG") is a special district duly created and acting under the laws of the State of California, operating as a regional transit system between and within Sonoma, Marin, Contra Costa and San Francisco Counties; and

Whereas, both DISTRICT and GG operate transit services in Contra Costa County and pursuant to Section 29142.4(a) of the Public Utilities Code of the State of California are participating members of a council established by the Metropolitan Transportation Commission to coordinate routes, schedules, fares, and transfers within the Bay Area; and

Whereas, DISTRICT and GG participate with the Metropolitan Transportation Commission in developing an annual regional finance plan to which this agreement is, in part, responsive; and

Whereas, both DISTRICT and GG desire to facilitate the transfer of passengers between systems thereby improving the quality of transit service and encouraging transit use;

NOW THEREFORE, IN CONSIDERATION OF THESE PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION I TRANSFER POLICY

A. DISTRICT will accept valid GG transfers as a local fare credit for passengers boarding DISTRICT service at DISTRICT bus stops in Contra Costa County and located at intersections, transit centers, or BART stations which have a GG bus stop.

B. GG will accept valid DISTRICT transfers as a local fare credit for passengers boarding at GG bus stops in Contra Costa County and located at intersections, transit centers, or BART stations which have a DISTRICT bus stop.

## SECTION II OTHER COSTS ASSOCIATED WITH JOINT TRANSFER POLICY

### A. Auditing, Reporting:

DISTRICT and GG shall each bear its own internal costs associated with the administration of this agreement including, without limitation, reporting and auditing costs.

## SECTION III RECORDS AND AUDITS

During the term of this agreement, DISTRICT and GG shall permit access to the authorized agent of the other organization to inspect, audit, and make copies of its ridership data and records relating to its participation under this agreement.

## SECTION IV TIME PERIOD AND CONDITION OF AGREEMENT

It is understood that under this agreement the joint transfer policy will continue until such time when either DISTRICT or GG desires to amend or discontinue the agreement. If either DISTRICT or GG desires to amend or discontinue this agreement, either party may do so by sending written notice to the other party 30 days prior to the proposed effective date of the amendment or date of discontinuation.

## SECTION V GENERAL PROVISIONS

### A. Responsibility:

DISTRICT shall be solely responsible for the maintenance, safety, and operation of DISTRICT vehicles providing connecting bus service to GG bus stops and for the supervision and training of all personnel involved in providing connecting DISTRICT bus service to GG stops.

GG shall be solely responsible for the maintenance, safety, and operation of GG vehicles providing connecting bus service to DISTRICT bus stops and for the supervision and training of all personnel involved in providing connecting GG bus service to DISTRICT bus stops.

SECTION V GENERAL PROVISIONS (Continued)

B. Indemnity:

DISTRICT agrees to indemnify, save harmless and defend GG, its Directors, officers, agents, and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of DISTRICT, its Directors, officers, agents, employees, and subcontractors, or any of them, in performing any duties required by this agreement, unless such claims arise out of the sole negligence of GG, its Directors, officers, agents, or employees.

GG agrees to indemnify, save harmless and defend DISTRICT, its Directors, officers, agents, and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of GG, its Directors, officers, agents, employees, and subcontractors, or any of them, in performing any duties required by this agreement, unless such claims arise out of the sole negligence of DISTRICT, its Directors, officers, agents, or employees.

The foregoing provisions regarding indemnification are included pursuant to the provisions of Section 895.4 of the Government Code, and are intended by the parties to modify and supersede the otherwise applicable provisions of Chapter 21 II, Divisions 3.6, Title I of the Government Code.

C. Notices:

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

TO: Alameda-Contra Costa Transit District  
1600 Franklin St.  
Oakland, CA 94612

ATTN: Sharon D. Banks  
General Manager

TO: Golden Gate Bridge, Highway and Transportation District  
P.O. Box 9000, Presidio Station  
San Francisco, California 94129

ATTN: Carney J. Champion  
General Manager

SECTION VI EFFECTIVE DATE OF AGREEMENT

This agreement is effective March 7, 1993 and is executed in Oakland, California.

ALAMEDA-CONTRA COSTA  
COUNTY TRANSIT DISTRICT

By: Sharon D. Banks  
Sharon D. Banks  
General Manager

GOLDEN GATE BRIDGE, HIGHWAY  
& TRANSPORTATION DISTRICT

By: Carney J. Campion  
Carney J. Campion  
General Manager

APPROVED AS TO FORM

By: Kenneth C. Scheidig  
Kenneth C. Scheidig  
General Counsel

APPROVED AS TO FORM

By: David Miller  
David Miller  
Attorney

ATTESTED TO:

By: Betty Blubaugh  
Betty Blubaugh  
District Secretary

ref.: 3ggtrag

## ADDENDUM TO AGREEMENT

**THIS ADDENDUM TO AGREEMENT** made and entered into this 1st day of February, 1994 by and between the Golden Gate Bridge, Highway and Transportation District, (hereinafter referred to as "GGBHTD"), and the Alameda-Contra Costa Transit District (hereinafter referred to as the "DISTRICT").

### RECITALS

WHEREAS, the parties entered into a joint fare/revenue sharing agreement on August 31, 1991;

WHEREAS, the parties agree to amend this Agreement as provided in this Addenda in order to modify and continue the fare/revenue sharing agreement;

NOW, THEREFORE, in consideration of the faithful performance of the terms, conditions, promises, and covenants set forth herein and the August 31, 1991 Agreement, the parties agree as follows:

- A. Section I, Paragraphs one through two of the August 31, 1991 Agreement between the parties hereto are amended to read:
1. GGBHTD will receive from the DISTRICT twenty-five (25) transfer stickers which are sequentially numbered and have sufficient space for a date stamp. GGBHTD will stamp the month and year on a sticker only as it is sold. Stamp will use permanent and smudge-proof ink. GGBHTD will request additional stickers as necessary, giving the DISTRICT thirty (30) days notice. Upon receipt of stickers by GGBHTD, stickers will become property of GGBHTD and GGBHTD will be solely responsible for payment for lost or stolen stickers.
  2. GGBHTD will offer the DISTRICT pass stickers for sales to the general public for a period commencing and ceasing approximately ten (10) business days prior to and following the first of each month. When a patron requests to purchase a sticker, GGBHTD staff will stamp the ticket with the appropriate month and year and affix the sticker to the front cover of a GGBHTD transit discount ticket book.
- B. All references to "GG" and "GGT" throughout this Agreement will be changed to "GGBHTD".
- C. Section I, Paragraph four of the August 31, 1991 Agreement between the parties hereto is amended to read:

GGBHTD will transmit to the District all proceeds from the sale of the DISTRICT sticker, less any commission paid to sales agents **not to exceed 5%**. Payment will be due by the end of the following month for which the sticker is valid. Payments will be made in the form of a check issued by GGBHTD made payable to Alameda-Contra Costa Transit District along with a sales invoice showing quantity on hand and quantity sold. In the case of "no" sales in a particular month, GGBHTD will still provide a sales report showing quantity on hand by the end of each month. If payment and sales report are not received by the end of each month, the Agreement will be terminated.

D. Section III of the August 31, 1991 Agreement between the parties hereto is amended to read:

During the term of this Agreement, District and GGBHTD shall permit the authorized agent of the other party, upon reasonable request, access to inspect, audit, and make copies of sticker stock on hand, ridership data and records relating to this Agreement.

E. All other provisions of the August 31, 1993 Agreement shall remain in full force and effect except as otherwise modified above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth below.

ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT

GOLDEN GATE BRIDGE,  
HIGHWAY, AND  
TRANSPORTATION

DISTRICT

*Sharon D. Banks 1/31/94*

Sharon D. Banks  
General Manager

Date

*Carney Champion 2/8/94*

Date

APPROVED AS TO FORM:

*Kenneth C. Scheidig 1/28/94*

Kenneth C. Scheidig  
General Counsel

Date

Attest:

*Frances Miller-Rogers 1-28-94*

Frances Miller-Rogers  
District Secretary

Date